

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE EQUIFAX, INC. CUSTOMER
DATA SECURITY BREACH
LITIGATION

MDL DOCKET NO. 2800
1:17-md-2800-TWT

CONSUMER CASES

**PLAINTIFFS’ RESPONSE TO ELIAS M. SEDA’S NOTICE OF MOTION
TO ENFORCE SETTLEMENT**

Co-Class Counsel for the Settlement Class hereby respond to the Motion to Enforce Settlement (“Motion”) filed by class member Elias M. Seda (“Movant”) and docketed on December 31, 2025. Doc. 1285.

Movant filed a motion for “an Order enforcing the Settlement Agreement entered in this MDL proceeding.” Doc. 1285, at 1. Movant claims to have “suffered significant identity theft losses as a result of the data breach, including three fraudulent automobile loans opened in May 2018 totaling approximately \$20,000,” and claims to have spent significant time dealing with identity theft losses. *Id.* Movant states that he only received a small cash payment but “did not receive the credit monitoring or identity restoration benefits promised under the settlement.” *Id.* Movant “asks the Court to enforce the settlement terms against Equifax Inc. and JND Legal Administration.” *Id.*

After the filing of Movant’s Motion, Class Counsel conferred with JND.

Although Class Counsel are sympathetic to any identity theft losses that may be faced by Movant or any member of the Settlement Class, Movant's request to enforce the settlement terms would not entitle him to any additional relief.

JND reports that Claimant filed a claim on September 9, 2019 (the "Claim"). *See* Affidavit of Leonard Greene ("Greene Aff."), attached as Exhibit 1 hereto. A printed version of Movant's Claim is attached to the Greene Affidavit. (Greene Aff. ¶¶5-6). Settlement Class Members could originally claim the option of free, three-bureau credit monitoring or a cash payment.¹ *See, e.g.*, Claims Administration Protocol, Doc. 739-2, §V, at pg 288 of 295. Movant elected the Cash Payment option, meaning that Movant was not entitled to receive credit monitoring. *See* Claim, Greene Aff. ¶6, and Claims Administration Protocol § VI. Movant made no

¹ Although Settlement Class Members were eligible to receive such "Alternative Compensation Payments" of up to \$125, the Notice sent to the Class clarified that "[t]he amount you receive may be substantially less than \$125, depending on the number of claims that are filed." *See, e.g.*, Supplemental Declaration of Jennifer Keough, JND Legal Administration, LLC, Doc. 900-4, ¶53, at pg. 25 of 127, and the Notice attached as Ex. A thereto, at pg 44 of 127; *see also* Equifax Data Breach Settlement Website, Home, <https://www.equifaxbreachsettlement.com/> (stating that: "Based on the number of potentially valid claims that have been submitted to date, payments for time spent and alternative compensation of up to \$125 likely will be substantially lowered and will be distributed on a proportional basis. Depending on the number of valid claims filed, the amount you receive may be a small percentage of your initial claim."). Additionally, prior claimants received supplemental notice informing them that this alternative cash payment was likely to be "substantially lowered" and "significantly reduced." *See, e.g.*, Ex. C to Supplemental Declaration of Jennifer Keough, JND Legal Administration, LLC, Doc. 900-4, at pg 52 of 127.

claim for Time Spent and did not seek a Cash Payment for money lost or spent. *See* Claim and Greene Aff. ¶6; *see also* Claims Administration Protocol §§ III-IV.

The Initial Claims Period ended on January 22, 2020, followed by an Extended Claims Period for Out-of-Pocket Losses or Time Spent that occurred between January 23, 2020, and January 22, 2024. *See* Equifax Data Breach Settlement Website, Dates, <https://www.equifaxbreachsettlement.com/dates> (last accessed January 15, 2026); *see also* Claims Administration Protocol §I, at Doc. 739-2, pg 285 of 295; Greene Aff. ¶11. Movant made no further claims during the Initial Claims Period, and Movant made no Extended Claims Period claim. Greene Aff. ¶¶10-11.

Movant received payments for the Alternative Compensation Payments on December 22, 2022. *Id.* ¶8. Movant received an additional pro rata payment for this claim on December 20, 2024, issued via email. *Id.* ¶9. JND's records show this email was opened. *Id.*

In sum, Movant has received the benefits for which he claimed and was entitled to receive. As Movant never made a claim for credit monitoring, Out-of-Pocket Losses, or Time Spent, Movant is ineligible under the Settlement to seek or receive these benefits now. However, any Settlement Class Member is eligible for free assisted restoration services to help remedy the effects of identity theft and fraud. Those services are available for 7 years after January 11, 2022 (the Settlement

Effective Date). See Equifax Data Breach Settlement Website, Home, <https://www.equifaxbreachsettlement.com/> (last accessed January 15, 2026); Greene Aff. ¶ 12.

Dated: January 16, 2026.

Respectfully submitted,

/s/ Amy E. Keller

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CERTIFICATE OF COMPLIANCE

Pursuant to Local Rule 7.1(D), the undersigned counsel hereby certifies that this filing complies with the type-volume limitations set forth in Rule 5.1 of the Local Rules of the United States District Court for the Northern District of Georgia. Counsel hereby states that this filing has been typed in Times New Roman 14 font.

Respectfully submitted, this 16th day of January, 2026.

THE BARNES LAW GROUP, LLC

/s/ Roy E. Barnes

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CERTIFICATE OF SERVICE

I hereby certify that on this date I caused a copy of the foregoing document, to be served via the Court's CM/ECF system, which will automatically send notice of such filing to all attorneys of record. Additionally, a copy of same was also sent via U.S. Mail to the following address:

Elias Seda
224 S 3rd Street, Apartment 7
Brooklyn, NY 11211

Respectfully submitted, this 16th day of January, 2026.

THE BARNES LAW GROUP, LLC

/s/ Roy E. Barnes

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